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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

BLAKE PORTER and THERESA  
DAVIS, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiffs,  
v.

EQUITY RESIDENTIAL, ERP  
OPERATING LIMITED  
PARTNERSHIP, and EQUITY  
RESIDENTIAL MANAGEMENT,  
LLC,

Defendants.

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT FOR:**

(1) VIOLATIONS OF THE CALIFORNIA  
CONSUMERS LEGAL REMEDIES ACT;  
(2) VIOLATIONS OF THE CALIFORNIA  
UNFAIR COMPETITION LAW;  
(3) BREACH OF CONTRACT/IMPLIED  
COVENANT OF GOOD FAITH AND FAIR  
DEALING;  
(4) UNJUST ENRICHMENT.

**DEMAND FOR JURY TRIAL**

1           1.       Plaintiffs Blake Porter and Theresa Davis (“Plaintiffs”), by and through their  
 2 undersigned counsel, on their own behalf and on behalf of all others similarly situated as to the  
 3 Class defined below, bring this Class Action Complaint against Defendants Equity Residential  
 4 (“EQR”), ERP Operating Limited Partnership (“ERPOP”), and Equity Residential Management,  
 5 LLC (“ERM”) (collectively, “Defendants”) and allege the following facts in support of their claims  
 6 against Defendants based upon public information, personal knowledge, where applicable,  
 7 information and belief, and the investigation of counsel:  
 8

9           **I.       NATURE OF THE ACTION**

10  
 11           2.       EQR’s website states that it “owns or has investments in 312 properties consisting  
 12 of 84,018 apartment units, with an established presence in Boston, New York, Washington, D.C.,  
 13 Seattle, San Francisco and Southern California, and an expanding presence in Denver, Atlanta,  
 14 Dallas/Ft. Worth and Austin.”<sup>1</sup> According to Defendants’ most recent Form 10-K for the fiscal  
 15 year ended December 31, 2024, signed Feb. 13, 2025 (the “2024 10-K”), “The Company is one of  
 16 the largest U.S. publicly-traded owners and operators of high quality rental apartment  
 17 properties[.]”<sup>2</sup> The 2024 10-K further states that, as of December 31, 2024, Defendants owned all  
 18 or a portion of 311 properties located in 10 states and the District of Columbia consisting of 84,249  
 19 apartment units, of which 121 properties consisting of 32,415 units are located in California (listed  
 20 by area as: Los Angeles; Orange County; San Diego; and San Francisco).<sup>3</sup> However, Defendants  
 21 improperly charge tenants residing in the vast majority of their properties in California, including  
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 23

24  
 25 <sup>1</sup><https://investors.equityapartments.com/overview/corporate-profile/default.aspx> (last visited Mar.  
 25, 2025).

26 <sup>2</sup><https://www.sec.gov/Archives/edgar/data/906107/000095017025019894/eqr-20241231.htm>, at 7  
 27 (last visited Mar. 25, 2025).

28 <sup>3</sup>*Id.* at 25-26.

(previously) Plaintiffs herein and the Class, separate fees for pest control and/or trash/trash administration (trash and trash administration are collectively referred to as “trash” unless otherwise indicated)<sup>4</sup> when those types of fees by law in California must be paid by landlords such as Defendants and cannot be charged separately from the rent. (The properties located in California at issue in this Complaint at which Defendants charge separate fees for pest control and/or trash not included in the rent are hereinafter referred to as the “California Properties.”) The Class, as defined herein below, includes only those persons at the California Properties who paid separate fees or costs for pest control and/or trash services not included in the rent.

3. Renters such as Plaintiffs and the Class depend on landlords and their affiliates, such as Defendants, to be truthful about what fees can be properly charged in a lease in California and do not expect that they will be charged improper fees that are not allowed under California law, such as separate fees for pest control and trash services outside of the rent.

4. Many residential property companies and their affiliates do not charge their tenants separate fees for pest control or trash services knowing that, under California law, such costs must be absorbed by the landlord and included in the rent. These extra fees cause consumers, such as Plaintiffs and the Class, to be unable to meaningfully compare expenses between apartments when deciding where to live, which also hurts fair competition.

5. Defendants, by shifting to tenants the costs of pest control and trash services, avoid covering the costs for these services, thereby increasing their profits every month from every rental unit. But this is not permitted under California law.

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<sup>4</sup> As per Defendants’ website, they also charge at certain of their California properties (a total of 11 properties in these areas: eight in San Francisco; two in Los Angeles; and one in Orange County) a “Recurring Trash Valet Service” fee of between \$25 and \$35 in addition to the trash fees. For example, at the Vantage Hollywood Apartments in Los Angeles, there is a trash fee of \$37 per month and a Recurring Trash Valet Service fee of \$30. See <https://www.equityapartments.com/UnitFees/24012/1/448> (last visited Mar. 25, 2025).

1           6.       Plaintiffs bring this proposed class action individually and on behalf of all other  
2 members of the Class (as defined herein), asserting claims for violations of California's Consumers  
3 Legal Remedies Act (California Civil Code §§1750 *et seq.*); violations of the California Unfair  
4 Competition Law (California Business & Professions Code §§17200 *et seq.*); breach of  
5 contract/implied covenant of good faith and fair dealing; and unjust enrichment, seeking monetary  
6 damages, equitable, declaratory and injunctive relief, and all other relief as authorized in equity or  
7 by law.  
8

9           **II.       JURISDICTION AND VENUE**

10           7.       This Court has jurisdiction over this action pursuant to the Class Action Fairness  
11 Act of 2005 ("CAFA"), 28 U.S.C. §1332(d)(2), because Plaintiffs herein are of diverse citizenship  
12 from Defendants, at least one Class member is of diverse state citizenship from Defendants, there  
13 are more than 100 Class members in the proposed Class, and the aggregated amount in controversy  
14 exceeds \$5 million, exclusive of interest and costs.  
15

16           8.       The Central District of California has personal jurisdiction over Defendants as the  
17 apartment owned and operated by Defendants in which Plaintiffs resided is located in this District  
18 and Defendants conduct substantial business in this State and in this District through their  
19 ownership and/or operation of numerous such apartment buildings.

20           9.       Venue is proper in this District under 28 U.S.C. §1391(b)(2) because the apartment  
21 in which Plaintiffs resided was located in this District and because a substantial part of the events  
22 giving rise to the conduct alleged in this Complaint occurred in, were directed to, and emanated  
23 from this District.  
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### 1           **III.    PARTIES**

#### 2           ***Plaintiffs***

3           10.     Plaintiffs Blake Porter and Theresa Davis are citizens and residents of the State of  
4 California, currently residing together in Santa Clarita, California. They do not currently reside in  
5 an apartment owned, managed or operated by Defendants. From approximately May 8, 2021  
6 through August 12, 2024, Plaintiffs were signatories to a Residential Lease (the “Lease”) for an  
7 apartment owned, managed and/or operated by Defendants pursuant to which they lived in the  
8 Portofino Apartment Complex located at 24446 Valencia Blvd, Apt. 7216, Valencia, CA 91355.  
9 (Plaintiffs’ Lease for the period May 8, 2021 to May 9, 2022 is attached as Ex. A hereto). Upon  
10 information and belief, the terms of Plaintiffs’ Lease were substantially the same if not identical  
11 during the entirety of their tenancy at the Portofino Apartment Complex. The essential terms of  
12 that Lease were that Plaintiffs would pay rent to live in their unit and the landlord (Defendants  
13 and/or their affiliates) was required to comply with whatever obligations are imposed by law as to  
14 that Lease. During the term of the Lease and applicable statute of limitations periods, Plaintiffs  
15 paid every month to Defendants separate fees, not included in the rent, for pest control and trash  
16 services, as stated in Plaintiffs’ Lease. The Lease Term Sheet (the “Term Sheet”) stated that  
17 residents will pay for “Pest” and “Garbage Removal” and both will be “Allocated equally among  
18 all occupied apartments. You will receive a bill from our billing vendor.” The Lease did not state  
19 the amount of the extra fees for pest control or trash.

22           11.     Upon timely notice to Defendants that they were terminating the Lease, Plaintiffs  
23 thereafter received a document from “Conservice, The Utility Experts,” a utility management and  
24 billing services company, entitled “Final Bill Estimates” for “Current Cycle Dates” of June 1, 2024  
25 to August 16, 2024, which included fees for “Pest Control” of \$4.97; “Trash” of \$132.51; and  
26 “Trash Admin Fee” of \$4.67. As per a Statement of Deposit, which indicated a vacate date of  
27  
28

1 August 16, 2024, the “Charges Assessed During the Move Out Process” included, on August 18,  
2 2024: “Trash” for \$77.66; “Admin Fee” for \$4.67; and “Pest” for \$3.13.

3 12. At no time during the term of Plaintiffs’ Lease or otherwise did Defendants or their  
4 affiliates ever advise Plaintiffs that they had failed to perform any of their obligations under the  
5 Lease, including but not limited to the payment of rent or any other fees or costs. At no time  
6 during the term of Plaintiffs’ Lease or otherwise did Defendants or their affiliates ever give  
7 Plaintiffs a “notice to correct or cure” any alleged default nor did Defendants or their affiliates take  
8 any “action to recover possession of” Plaintiffs’ apartment “via the eviction process or otherwise,  
9 and/or terminating the Lease,” nor did Defendants or their affiliates attempt to “recover the costs  
10 of taking possession of and re-renting” Plaintiffs’ apartment “or any other fees and charges  
11 [Defendants or their affiliates] incur[red] in enforcing this Lease and collecting outstanding  
12 amounts” under the Lease, as permitted in Paragraph 27 (“Default Remedies”) of the Terms and  
13 Conditions of the Lease (“Terms and Conditions”). Thus, because neither Defendants nor their  
14 affiliates took any action under Paragraph 27 of the Terms and Conditions of the Lease, Paragraph  
15 27 has no applicability in this matter.

16 13. At no time during the term of Plaintiffs’ Lease or otherwise did Defendants or their  
17 affiliates ever advise Plaintiffs that they had failed to maintain their apartment in a clean and  
18 sanitary condition “free of garbage and rubbish and in a condition that does not cause or contribute  
19 to a pest or rodent infestation” as permitted in Paragraph 22 (“Repair and Maintenance”) of the  
20 Terms and Conditions.

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22  
23 ***Defendants***

24 14. Defendant EQR, a member of the S&P 500, is a Maryland real estate investment  
25 trust (“REIT”) with its principal place of business located at Two North Riverside Plaza, Suite  
26 400, Chicago IL 60606. According to the 2024 10-K (at 3), “EQR is the general partner of, and  
27  
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1 as of December 31, 2024 owned an approximate 97% ownership interest in, [Defendant] ERPOP.  
 2 The remaining 3.0% interest is owned by limited partners.” As further stated in the 2024 10-K (at  
 3 3), “As the sole general partner of ERPOP, EQR has exclusive control of ERPOP’s day-to-day  
 4 management.” The 2024 10-K also states (at 3) that “[m]anagement operates” EQR and ERPOP,  
 5 and all of their subsidiaries and entities owned or controlled by them, “as one business” and “[t]he  
 6 management of EQR consists of the same members as the management of ERPOP.” As further  
 7 stated in the 2024 10-K (at 4), all

8  
 9 property ownership, development and related business operations are  
 10 conducted through [Defendant ERPOP] and EQR has no material assets or  
 11 liabilities other than its investment in ERPOP. EQR’s primary function is  
 12 acting as the general partner of ERPOP. EQR also issues equity from time  
 13 to time, the net proceeds of which it is obligated to contribute to ERPOP.  
 14 EQR does not have any indebtedness as all debt is incurred by [ERPOP].

15 Through ERPOP and ERPOP’s subsidiaries, EQR owns or controls all the California Properties  
 16 where Class members rented or are renting apartments and paid or are paying improper and illegal  
 17 pest control and trash fees, including Plaintiffs’ rental apartment property. On information and  
 18 belief, EQR owns and/or controls all the entities that set the pest control and trash fees at issue at  
 19 Defendants’ California Properties.

20 15. Defendant ERPOP is an Illinois limited partnership that is the “Operating  
 21 Partnership” for EQR.<sup>5</sup> It is registered with the California Secretary of State to do business in  
 22 California. Its principal place of business is located at Two North Riverside Plaza, Suite 400,  
 23 Chicago IL 60606. As stated in the 2024 10-K (at 4), “[a]lthough the Operating Partnership is  
 24 generally the entity that directly or indirectly enters into contracts and joint ventures and holds  
 25 assets and debt,” EQR and ERPOP, and all of their subsidiaries and entities owned or controlled

26  
 27 <sup>5</sup> <https://www.sec.gov/Archives/edgar/data/906107/000095017025019894/eqr-20241231.htm>  
 28 (last accessed Mar. 25, 2025).

1 by them, operate as “one business” through ERPOP. EQR/ERPOP own and operate single-  
 2 purpose limited liability companies that acquire residential rental properties throughout  
 3 California.<sup>6</sup> Through those limited liability companies, EQR/ERPOP own and/or control  
 4 thousands of residential units throughout California, including Plaintiffs’ and Class members’  
 5 rental units.<sup>7</sup>

6 16. Plaintiffs are further informed and believe and thereon allege that Defendants EQR  
 7 and ERPOP, either directly or through their subsidiaries and entities owned or controlled by them,  
 8 engaged in activities of a lessor and/or landlord at the California Properties, including but not  
 9 limited to: being entitled to receive and receiving rents for the California Properties; management  
 10 of the California Properties; operation of the California Properties; leasing of the California  
 11 Properties; maintenance of the California Properties; maintaining books, records and accounts for  
 12 the California Properties; obtaining and keeping tenants at the California Properties; negotiation,  
 13 renewal, extension, modification and cancellation of leases for the California Properties;  
 14 performance, or lack thereof, of leases for the California Properties; enforcement of leases for the  
 15 California Properties; collection for and keeping of rents at the California Properties; pursuing  
 16 legal action against tenants for allegedly failing to pay rents due for the California Properties;  
 17 inspecting the California Properties; distributing notices for the California Properties; and/or  
 18 promulgation of rules for the California Properties.

19 17. Defendant ERM is a Delaware limited liability company with its principal place of  
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 23

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24 <sup>6</sup> See [https://www.sec.gov/Archives/edgar/data/906107/000095017025019894/eqr-](https://www.sec.gov/Archives/edgar/data/906107/000095017025019894/eqr-20241231.htm)  
 25 [20241231.htm](https://www.sec.gov/Archives/edgar/data/906107/000095017025019894/eqr-20241231.htm), at 52 (Exhibit 21, *List of Subsidiaries of Equity Residential and ERP Operating*  
 26 *Limited Partnership*, <https://www.sec.gov/Archives/edgar/data/906107/000095017025019894/eqr-ex21.htm>) (last  
 27 accessed Mar. 25, 2025).

28 <sup>7</sup> See *id.*



1 business located at Two North Riverside Plaza, Suite 400, Chicago IL 60606. It is registered with  
2 the State of California to do business in this state. It is a subsidiary of Defendant EQR and/or  
3 Defendant ERPOP.<sup>8</sup> Defendant ERPOP is the sole member of ERM. ERM is a regional property  
4 management office with a branch location at 24452 Valencia Blvd., Valencia CA 91355. The  
5 Term Sheet for Plaintiffs' Lease states that the "Lessor" is ERM "as agent for the Owner." The  
6 Terms and Conditions of the Lease state (at page 1 of 7), "The party executing this Lease as the  
7 Lessor is Equity Residential Management, L.L.C., which is acting as the managing agent for the  
8 owner of the Community." Upon information and belief, the California Properties are owned  
9 and/or managed by various EQR/ERPOP entities named as Defendants herein.

11 18. Given that, as represented in the 2024 10-K, Defendants EQR, ERPOP, and all of  
12 their subsidiaries and entities owned or controlled by them (which includes Defendant ERM)  
13 operate as "one business," they may be treated as a group in this Complaint and are all jointly and  
14 severally liable for each other's actions and violations of law as stated herein. Each of the  
15 Defendants have or had roles in owning and/or managing the California Properties at which  
16 Plaintiffs and members of the Class resided, and/or in implementing or receiving the pest control  
17 and trash fees that Plaintiffs challenge herein.

19 19. Defendants' focus is on "affluent knowledge workers." As stated in the 2024 10-  
20 K (at 7), "We believe our markets are knowledge centers of the U.S. economy that draw employers  
21 and their talented affluent workers that drive economic growth in the United States. We believe  
22 that both the locations of our properties and the cost of renting versus home ownership in these  
23 markets are attractive to these affluent knowledge workers (who often choose to rent for lifestyle  
24 reasons and due to a lack of home affordability) that we hope to convert into satisfied long-term  
25

27 \_\_\_\_\_  
28 <sup>8</sup> See *id.*

1 residents.”

2 **Relevant Findings of Fact and Conclusions of Law After Bench Trial in Other**  
3 **Litigation Against Defendants**

4 20. In a recent class action that included each of the same entities named as defendants  
5 herein, *see Munguia-Brown v. Equity Residential*, 16-cv-01225-JSW (N.D. Cal. Apr. 8, 2024)  
6 (Dkt. 546), challenging certain late fees in Defendants’ California residential leases, after a bench  
7 trial, the court entered the following Findings of Fact and Conclusion of Law (“*Munguia-Brown*  
8 FOFCOL”) that are relevant here:

- 9 a. “Between September 3, 2010, and December 31, 2021, Equity [Residential] has  
10 owned and operated nearly 200 residential communities in California, with  
11 approximately 100 to 150 properties in its California portfolio at a given time.” *Id.*  
12 at ¶ 24.
- 13 b. ERPOP and ERM “are, or during the time periods relevant to the case, were, entities  
14 related to [EQR], organized under the laws of various states in the United States,  
15 doing business in or having sufficient contacts with the state of California, and are  
16 subject to the jurisdiction of this Court.” *Id.* at ¶ 27.
- 17 c. “Each of the Defendants have or had roles in owning or managing properties at  
18 which class members resided, or in implementing or receiving the late fees that  
19 Plaintiffs challenge.” *Id.* at ¶ 28.
- 20 d. “The Standard Lease that Equity currently uses, and has used throughout the class  
21 period, for its California properties has generally consisted of three parts: (1) a two-  
22 page Term Sheet, which contains blank fields for the start and end dates of the  
23 tenancy, the rental rate, the Standard Late Fee, and other charges; (2) a California-  
24 specific ‘Terms and Conditions’ document; and (3) potential addenda that address  
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terms other than the monthly tenant's rental rate and the Standard Late Fee." *Id.* at ¶ 31.

21. Plaintiffs' Lease comports with the description of Defendants' California standard form leases in the *Munguia-Brown* FOFCOL. *Id.* at ¶ 31. Upon information and belief, the leases of the members of the Class also comport with this description and contain provisions that pest control and trash fees will be paid outside of the rent, as does Plaintiffs' Lease.

#### IV. FACTUAL ALLEGATIONS

22. California Civil Code § 1941.1(a) provides, in pertinent part:

A dwelling shall be deemed untenable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics ... (6) Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin. (7) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control ....

Given the landlord's statutory responsibilities, it is the landlord's responsibility to pay for adequate pest control and trash services for the entire apartment building complex and these costs cannot lawfully be shifted onto tenants outside of the rent.

23. As described above, Defendants stated in the Term Sheet in Plaintiffs' Lease that tenants will be required to pay separately for pest control and trash services. On information and belief, as shown above, Defendants' leases are sufficiently materially uniform throughout California at all the California Properties for all Class members and, as such, all Class members similarly paid each month some amount to Defendants for pest control and trash services outside of the rent. Defendants' website also indicates that these fees are charged separately to tenants in

1 California in addition to the rent.<sup>9</sup> But landlords in California cannot lawfully charge tenants  
2 separately from the rent for those services and the provisions in the leases are thus improper and  
3 unconscionable, in violation of California law, and cannot be enforced.

4 24. The Term Sheet that was part of Plaintiffs' Lease stated that residents will pay for  
5 "Pest" and "Garbage Removal" and both will be "Allocated equally among all occupied  
6 apartments. You will receive a bill from our billing vendor." The Lease did not state the amount  
7 of the extra fees for pest control or trash. Because Defendants divided the costs of the pest control  
8 and trash equally among all the units in the complex, these costs were not a result of any particular  
9 action or inaction by Plaintiffs or the Class but instead were routinely assessed every month and  
10 allocated equally among all the units.  
11

12 25. Tenants such as Plaintiffs and other members of the Class depend on landlords and  
13 their affiliates, such as Defendants, to be truthful about what fees can be properly charged in a  
14 lease in California and do not expect that they will be charged improper fees that are not allowed  
15 under California law, such as separate fees for pest control and trash outside of the rent.  
16

17 26. Many residential property companies and their affiliates do not charge their tenants  
18 in California separate fees for pest control or trash services knowing that, under California law,  
19

20  
21 <sup>9</sup> See, e.g., <https://www.equityapartments.com/UnitFees/29183/001/1102> (last visited Mar. 25,  
22 2025) (for example, showing for Unit 8315 in the Portofino Apartment Complex (the complex  
23 where Plaintiffs lived) under "Monthly Recurring Costs," a fee for "Trash" for \$35 and for "Pest"  
24 for \$3, both separate from the monthly rent). The pest and trash fees are the same at this complex  
25 whether it is a one- or two-bedroom apartment. As per Defendants' website, where fees are actually  
26 listed for their California properties (*i.e.*, all but seven properties), the pest control fees are  
27 generally \$3 per month (there are two at \$2, one at \$4 and one at \$60); and the trash fees generally  
28 range from \$16 per month to \$144 per month. See [www.equityapartments.com](https://www.equityapartments.com). As noted *supra*  
at n.4, Defendants also charge at certain of their California properties (a total of 11 properties in  
these areas: eight in San Francisco; two in Los Angeles; and one in Orange County) a "Recurring  
Trash Valet Service" fee of between \$25 and \$35 in addition to the trash fees.

1 such costs must be absorbed by the landlord and included in the rent. These extra fees cause  
2 consumers, such as Plaintiffs and the Class, to be unable to meaningfully compare expenses  
3 between apartments when deciding where to live, which also hurts fair competition.

4 27. Defendants, by shifting to tenants the costs of pest control and trash, avoid covering  
5 the costs for these services, thereby increasing their profits every month from every rental unit.  
6 But this is not permitted under California law.

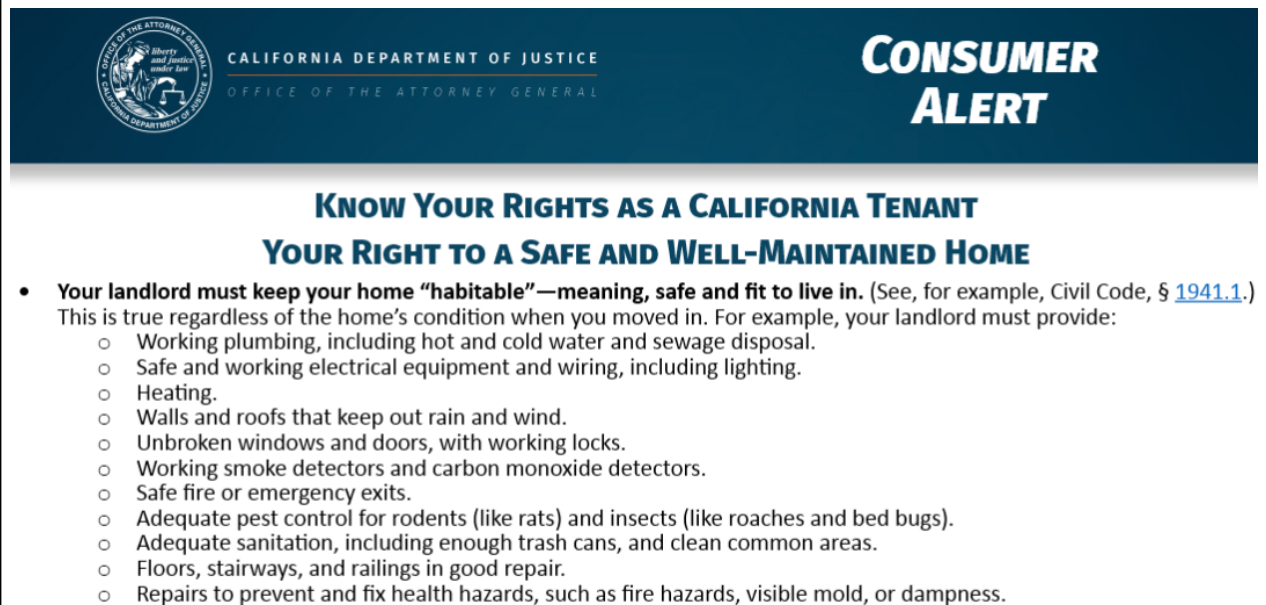
7 28. Defendants' practice of charging improper and illegal pest control and trash fees  
8 takes unfair advantage of tenants' reasonable expectations that basic necessities are to be included  
9 in their monthly rent. Under California law, the pest control and trash services for which  
10 Defendants charge and collect payment are essential for maintaining tenantable living conditions,  
11 which Defendants are legally responsible for providing to tenants. Shifting Defendants'  
12 responsibilities onto tenants like Plaintiffs and the Class and charging them extra for these essential  
13 services is deceptive and unfair and violates California law. *See* Cal. Civ. Code §§ 1941.1(a)(6)  
14 and (7); *see also Green v. Superior Court of San Francisco*, 517 P.2d 1168, 1182 (Cal. 1974)  
15 (under the implied warranty of habitability, "a residential landlord covenants that premises he  
16 leases for living quarters will be maintained in a habitable state for the duration of the lease.").

17 29. A sample residential lease by the California Association of Realtors ("CAR")  
18 demonstrates that only with respect to a single-family house does California law sometimes permit  
19 landlords to agree with tenants that the tenant will pay for pest control. *See, e.g.,*  
20 [https://sparta505.com/forms\\_docs/Lease%20agreement%20sample.pdf](https://sparta505.com/forms_docs/Lease%20agreement%20sample.pdf) (updated 12/23) (last  
21 visited Mar. 25, 2025). In Paragraph 11.G. of that document, entitled "PERIODIC PEST  
22 CONTROL," it states as follows:  
23  
24  
25

26 **G. PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider:  
27 \_\_\_\_\_ This obligation shall only be applicable if the Premises is a  
28 house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such  
treatment is: \$ \_\_\_\_\_ per \_\_\_\_\_.

As shown above, the landlord and tenant can agree that the tenant will pay for periodic pest control “only ... if the Premises is a house and the periodic pest control is being provided at the execution of this Agreement.” Moreover, it specifically lays out “[t]he current cost of such treatment” so the single-family house tenant knows what he/she is agreeing to pay. This CAR sample residential lease demonstrates that in multiple-family rental properties such as those at issue here, it is the legal and financial responsibility of the landlord to pay for pest control.

30. A California Consumer Alert issued by the California Department of Justice, Office of the Attorney General (“Consumer Alert”), see <https://oag.ca.gov/system/files/media/Know-Your-Rights-Habitability-English.pdf> (last visited Mar. 25, 2025), makes clear that it is the responsibility of the landlord to provide pest control and trash services. It states:



**CONSUMER ALERT**

**KNOW YOUR RIGHTS AS A CALIFORNIA TENANT**

**YOUR RIGHT TO A SAFE AND WELL-MAINTAINED HOME**

- **Your landlord must keep your home “habitable”—meaning, safe and fit to live in.** (See, for example, Civil Code, § [1941.1](#).) This is true regardless of the home’s condition when you moved in. For example, your landlord must provide:
  - Working plumbing, including hot and cold water and sewage disposal.
  - Safe and working electrical equipment and wiring, including lighting.
  - Heating.
  - Walls and roofs that keep out rain and wind.
  - Unbroken windows and doors, with working locks.
  - Working smoke detectors and carbon monoxide detectors.
  - Safe fire or emergency exits.
  - Adequate pest control for rodents (like rats) and insects (like roaches and bed bugs).
  - Adequate sanitation, including enough trash cans, and clean common areas.
  - Floors, stairways, and railings in good repair.
  - Repairs to prevent and fix health hazards, such as fire hazards, visible mold, or dampness.

This Consumer Alert thus states that it is the responsibility of the landlord, including under Cal. Civil Code § 1941.1, to “provide: ... [a]dequate pest control for rodents (like rats) and insects (like roaches and bed bugs) [and] [a]dequate sanitation, including enough trash cans, and clean common

1 areas.” If the landlord can simply shift the cost of pest control and trash onto the tenants, then §  
2 1941.1 would have no meaning.

3 **V. CLASS ACTION ALLEGATIONS**

4 31. Pursuant to the provisions of Rules 23(a), 23(b)(2), 23(b)(3) and 23(c)(4) of the  
5 Federal Rules of Civil Procedure, Plaintiffs bring this class action on behalf of themselves and a  
6 “Class” defined as:

7 **All persons who, during the applicable statute of limitations period,**  
8 **previously leased and/or currently lease, and received or receive**  
9 **management services for, a rental property in California from Equity**  
10 **Residential, ERP Operating Limited Partnership, and/or Equity**  
11 **Residential Management, LLC and who paid separate fees or costs for**  
**pest control and/or trash/trash administrative services not included in**  
**the rent.**

12 32. Excluded from the Class are Defendants and their officers, directors and  
13 employees; any entity in which Defendants have a controlling interest, are a parent or subsidiary,  
14 or which is controlled by Defendants; and the affiliates, legal representatives, attorneys, heirs,  
15 predecessors, successors, and assigns of Defendants. Also excluded are the Judges and Court  
16 personnel in this case and any members of their immediate families.

17 33. Plaintiffs reserve the right to modify and/or amend the Class, including, but not  
18 limited to, creating additional classes or subclasses as necessary.

19 34. Certification of Plaintiffs’ claims for class-wide treatment is appropriate because  
20 all elements of Fed. R. Civ. P. 23(a), (b)(2)-(3) and (c)(4) are satisfied. Plaintiffs can prove the  
21 elements of their claims on a class-wide basis using the same evidence as would be used to prove  
22 those elements in an individual action alleging the same claims.

23 35. **Numerosity:** All requirements of Fed. R. Civ. P. 23(a)(1) are satisfied. The  
24 members of the Class are so numerous and geographically dispersed throughout California that  
25 individual joinder of all Class members is impracticable. While Plaintiffs are informed and believe  
26  
27  
28

1 that there are thousands of members of the Class, the precise number of Class members is unknown  
2 to Plaintiffs. Plaintiffs believe that the identity of Class members is known or knowable by  
3 Defendants or can be discerned through reasonable means. Class members may be identified  
4 through objective means. Class members may be notified of the pendency of this action by  
5 recognized, Court-approved notice dissemination methods, which may include U.S. mail,  
6 electronic mail, Internet postings, and/or published notice.

7  
8 36. **Commonality and Predominance:** All requirements of Fed. R. Civ. P. 23(a)(2)  
9 and 23(b)(3) are satisfied. This action involves common questions of law and fact, which  
10 predominate over any questions affecting individual Class members, including:

- 11 a. whether Defendants engaged in the unlawful, unfair and/or fraudulent business  
12 practices alleged herein;  
13 b. whether Defendants charged fees for pest control and/or trash separate from the  
14 rent;  
15 c. whether the fees Defendants charged for pest control and/or trash are illegal and  
16 prohibited under California law;  
17 d. whether Plaintiffs and members of the Class were injured and suffered  
18 damages;  
19 e. whether Defendants' misconduct proximately caused Plaintiffs' and the Class  
20 members' injuries; and  
21 f. whether Plaintiffs and members of the Class are entitled to damages and, if so,  
22 the measure of such damages.  
23  
24

25 37. **Typicality:** All requirements of Fed. R. Civ. P. 23(a)(3) are satisfied. Plaintiffs are  
26 members of the Class, having leased an apartment and received management services for a rental  
27 property in California from Defendants and paid separate fees or costs for pest control and trash.  
28



1 Plaintiffs' claims are typical of the other Class members' claims because, among other things, all  
2 Class members were comparably injured through Defendants' conduct.

3 38. **Adequacy of Representation:** All requirements of Fed. R. Civ. P. 23(a)(4) are  
4 satisfied. Plaintiffs are adequate Class representatives because they are each a member of the  
5 Class, and their interests do not conflict with the interests of the other members of the Class they  
6 seek to represent. Plaintiffs are committed to pursuing this matter for the Class with the Class'  
7 collective best interests in mind. Plaintiffs have retained counsel competent and experienced in  
8 complex class action litigation of this type and intend to prosecute this action vigorously. Plaintiffs  
9 and their counsel will fairly and adequately protect the Class' interests.

11 39. **Predominance and Superiority:** All requirements of Fed. R. Civ. P. 23(b)(3) are  
12 satisfied. As described above, common issues of law or fact predominate over individual issues.  
13 Resolution of those common issues in Plaintiffs' individual case will also resolve them for the  
14 Class' claims. In addition, a class action is superior to any other available means for the fair and  
15 efficient adjudication of this controversy and no unusual difficulties are likely to be encountered  
16 in the management of this class action. The damages or other financial detriment suffered by  
17 Plaintiffs and the other Class members are relatively small compared to the burden and expense  
18 that would be required to individually litigate their claims against Defendants, so it would be  
19 impracticable for members of the Class to individually seek redress for Defendants' wrongful  
20 conduct. Even if Class members could afford individual litigation, the court system could not.  
21 Individualized litigation creates a potential for inconsistent or contradictory judgments and  
22 increases the delay and expense to all parties and the court system. By contrast, the class action  
23 device presents far fewer management difficulties and provides the benefits of single adjudication,  
24 economies of scale, and comprehensive supervision by a single court.  
25  
26  
27  
28



1           47. Defendants are each a “person” as that term is defined in California Civil Code §  
2 1761(c), as all are “an individual, partnership, corporation, limited liability company, association,  
3 or other group, however organized.”

4           48. Plaintiffs’ and each proposed Class member’s payment to Defendants of monthly  
5 pest and trash fees for those services constituted a “transaction” as that term is defined in California  
6 Civil Code § 1761(e), as it is an “agreement between a consumer and another person, whether or  
7 not the agreement is a contract enforceable by action, and includes the making of, and the  
8 performance pursuant to, that agreement.”  
9

10           49. Defendants’ conduct alleged herein violates the following provisions of the CLRA  
11 because Defendants engaged in unfair methods of competition and/or unfair and deceptive acts  
12 and practices in a transaction as follows:

13                   a) California Civil Code § 1770(a)(14), by negligently, recklessly, and/or  
14 intentionally “[r]epresenting that a transaction confers or involves rights,  
15 remedies, or obligations that it does not have or involve, or that are prohibited  
16 by law”;

17                   b) California Civil Code § 1770(a)(19), by negligently, recklessly, and/or  
18 intentionally “[i]nserting an unconscionable provision in the contract”; and  
19

20                   c) California Civil Code § 1770(a)(29)(A), by negligently, recklessly, and/or  
21 intentionally “[a]dvertising, displaying, or offering a price for a good or service  
22 that does not include all mandatory fees or charges...”  
23

24           50. As alleged more fully above, by charging Plaintiffs and the Class separate monthly  
25 fees for pest and trash services that under California law are required to be included as part of the  
26 rent, Defendants “[r]epresent[ed] that a transaction confers or involves ... obligations that it does  
27 not have or involve, or that are prohibited by law.” California Civil Code § 1770(a)(14). In  
28

1 addition, as alleged more fully above, by including in the Lease that Plaintiffs and the Class would  
2 be required to pay separate fees for pest control and trash services that under California law are  
3 required to be included as part of the rent, Defendants “[i]nser[ed] an unconscionable provision  
4 in the contract” that was prohibited by law. California Civil Code § 1770(a)(19). Moreover, as  
5 alleged more fully above, by failing to include in the rent fees for pest control and trash services  
6 as required under California law, Defendants “[a]dvertis[ed], display[ed], or offer[ed] a price for  
7 a good or service that does not include all mandatory fees or charges...” California Civil Code §  
8 1770(a)(29)(A).  
9

10 51. Plaintiffs and the Class had a reasonable belief that Defendants would not charge  
11 them improper and illegal fees under California law outside of the rent. Defendants’ actions  
12 prevented Plaintiffs and the Class from meaningfully comparing rents when deciding on where to  
13 rent an apartment. By charging such improper and illegal fees, Defendants engaged in unfair  
14 methods of competition and unfair and deceptive acts and practices under the CLRA.  
15

16 52. Defendants intended that Plaintiffs and the Class would rely on the false notion that  
17 it was legal for Defendants to include fees for pest control and trash services in their leases separate  
18 from the rent, and Plaintiffs and the Class so relied.

19 53. As a direct and proximate result of these violations, Plaintiffs and the Class have  
20 been harmed.

21 54. If Plaintiffs and Class members knew that the pest control and trash fees were  
22 illegally charged by Defendants under California law, they would not have paid Defendants for  
23 such fees.  
24

25 55. Defendants’ conduct was material to Plaintiffs and the Class because it substantially  
26 increased the costs of their rentals through the payment of illegal monthly pest control and trash  
27 fees that should have been included in their rent. Such increased expenses would be material to a  
28

1 reasonable consumer because, among other reasons, no reasonable consumer would voluntarily  
2 offer to pay expenses that are the legal responsibility of their landlords.

3 56. Defendants continue to charge the illegal pest and trash fees and the harm to  
4 Plaintiffs and the Class will continue unless Defendants are enjoined under California Civil Code  
5 § 1780(a)(2) from charging illegal and improper pest and trash fees. Plaintiffs would rent another  
6 apartment unit from Defend+

7  
8 57. ants in the future if the illegal and improper fees for pest and trash services were no  
9 longer in place.

10 58. Moreover, pursuant to California Civil Code § 1782(a), Plaintiffs sent Defendants  
11 a letter on behalf of themselves and the Class on November 7, 2024, notifying Defendants of the  
12 violations under California Civil Code § 1770 and demanding that Defendants rectify the  
13 violations listed herein. Defendants have failed to rectify or agree to rectify the problems or give  
14 notice to all affected consumers within the proscribed 30-day time period for written notice  
15 pursuant to California Civil Code § 1782.  
16

17 59. Due to Defendants failing to rectify or otherwise agreeing to rectify the problems  
18 associated with the actions detailed above, Plaintiffs seek to recover actual or statutory  
19 compensatory/monetary damages as authorized by California Civil Code § 1780(a)(1); restitution  
20 as applicable and authorized under California Civil Code § 1780(a)(3); punitive damages as  
21 authorized by California Civil Code § 1780(a)(4), which are appropriate in this case in light of  
22 Defendants' knowing, intentional, fraudulent and unconscionable conduct, as well as Defendants'  
23 reckless disregard of its legal obligations to Plaintiffs and the Class, and as otherwise recoverable  
24 under California Civil Code § 1782(a)(4); and "[a]ny other relief that the court deems proper"  
25 under California Civil Code § 1782(a)(5). These amounts are to be determined at trial.  
26  
27  
28

60. Plaintiffs seek an award of court costs and attorneys' fees pursuant to, *inter alia*, California Civil Code § 1780(e) and California Code of Civil Procedure § 1021.5.

**COUNT II**

**Violations of California's Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.***

**(By Plaintiffs, individually and on behalf of the Class, Against All Defendants)**

61. Plaintiffs, individually and on behalf of the Class, repeat and re-allege the allegations contained in paragraphs 1 through 60 as though fully set forth herein.

62. The Unfair Competition Law prohibits any "unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200 ("§ 17200").

63. Defendants are each a "person" as that term is defined in California Business & Professions Code § 17201 as all fit within the definition of "natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons."

64. Defendants' conduct violated all three prongs of § 17200 through their (1) unlawful; (2) unfair; and (3) fraudulent business acts or practices.

**Unlawful**

65. As alleged herein, Defendants charging Plaintiffs and the Class pest and trash fees separate from the rent violated at least the following laws: (i) the CLRA, California Civil Code §§ 1750, *et seq.*, as alleged in Count I, *supra* (incorporated by reference herein); and (ii) California Civil Code §§ 1941.1(a)(6) and (7).

**Unfair**

66. As alleged herein, Defendants' conduct of charging Plaintiffs and the Class for pest control and trash fees separate from the rent was unfair because by law in California this is impermissible, and Defendants knew or should have known of same but unfairly shifted those costs to Plaintiffs and the Class. Defendants took unfair advantage of Plaintiffs' and the Class'

1 reasonable belief that Defendants would not charge them improper or illegal fees outside of the  
2 rent. Defendants' conduct was thus immoral, unethical, unscrupulous, or substantially injurious  
3 to consumers and the utility of their conduct, if any, does not outweigh the gravity of the harm to  
4 their victims.

5 67. Defendants' conduct with respect to the charging of pest control and trash fees  
6 separate from the rent was also unfair because it violates public policy as declared by specific  
7 constitutional, statutory, or regulatory provisions, including, but not limited to, the CLRA and  
8 California Civil Code §§ 1941.1(a)(6) and (7).  
9

10 68. Defendants' conduct with respect to the charging of pest control and trash fees  
11 outside of the rent was also unfair because the consumer injury is substantial, not outweighed by  
12 benefits to consumers or competition, and not one consumers, themselves, can reasonably avoid.

13 **Fraudulent**

14 69. As alleged herein, Defendants' charging of illegal and improper pest control and  
15 trash fees outside of the rent to Plaintiffs and the Class was fraudulent and likely to deceive the  
16 public. Plaintiffs and the Class reasonably believed that Defendants would not charge them  
17 improper or illegal fees prohibited under California law separate from the rent.  
18

19 70. Defendants' conduct was material to Plaintiffs and the Class because it substantially  
20 increased the costs of their rentals through the payment of illegal monthly pest control and trash  
21 fees that should have been included in their rent. Such increased expenses would be material to a  
22 reasonable consumer because, among other reasons, no reasonable consumer would voluntarily  
23 offer to pay expenses that are the legal responsibility of their landlords.  
24

25 71. If Plaintiffs and Class members knew that the pest control and trash fees were  
26 illegally charged by Defendants under California law, they would not have paid Defendants for  
27 such fees.  
28





1 such lease agreement, including Plaintiffs' and the Class' lease agreements. That covenant means  
2 that Defendants must deal with Plaintiffs and Class members in good faith, which includes not  
3 charging them improper or illegal fees for services that by California law are required to be  
4 provided by landlords as part of the rent.

5 78. Plaintiffs and the Class performed all terms and conditions of the leases.  
6 However, Defendants breached the covenant of good faith and fair dealing in the leases through  
7 its policies and practices alleged herein of charging improper and illegal pest control and trash  
8 fees that should have been included in the rent.  
9

10 79. Defendants took advantage of the fact that Plaintiffs and the Class had a  
11 reasonable expectation that Defendants would not charge them any fees that were improper or  
12 illegal under California law.

13 80. Defendants' conduct was material to Plaintiffs and the Class because it  
14 substantially increased the costs of their rentals through the payment of illegal monthly pest  
15 control and trash fees that should have been included in their rent. Such increased expenses  
16 would be material to a reasonable consumer because, among other reasons, no reasonable  
17 consumer would voluntarily offer to pay expenses that are the legal responsibility of their  
18 landlord.  
19

20 81. If Plaintiffs and Class members knew that the pest control and trash fees were  
21 illegally charged by Defendants under California law, they would not have paid Defendants for  
22 such fees.  
23

24 82. As a result of Defendants' actions alleged herein, Plaintiffs and the Class have  
25 sustained damages for Defendants' breach of contract/the implied covenant of good faith and fair  
26 dealing in an amount to be determined at trial.  
27  
28

**COUNT IV**

**Unjust Enrichment**

**(By Plaintiffs, individually and on behalf of the Class, Against All Defendants)  
(Plead in the Alternative)**

83. Plaintiffs, individually and on behalf of the Class, repeat and re-allege the allegations contained in paragraphs 1 through 41 as though fully set forth herein.

84. Plaintiffs and Class members conferred a monetary benefit on Defendants. Specifically, they paid Defendants for monthly pest control and trash fees charged by Defendants separate from the rent.

85. Defendants knew that Plaintiffs and Class members conferred a benefit on them and accepted or retained that benefit. Defendants profited from Plaintiffs' payments of such pest control and trash fees because this relieved Defendants from their responsibility under California law to themselves cover the costs of such services, and they used Plaintiffs' and Class members' monetary payments for business purposes.

86. If Plaintiffs and Class members knew that the pest control and trash fees were illegally charged by Defendants under California law, they would not have paid Defendants for such fees.

87. Plaintiffs and Class members have no adequate remedy at law.

88. As a result of Defendants' wrongful acts alleged herein, Plaintiffs and the Class members have been damaged.

89. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs and Class members conferred on them.

90. Defendants should be compelled to disgorge into a common fund or constructive trust, for the benefit of Plaintiffs and Class members, proceeds that Defendants unjustly received from them and return to Plaintiffs and the Class the illegal and improper pest control and trash fees charged.

**VII. REQUEST FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of the Class, respectfully request that the Court:

- a) Certify the Class and appoint Plaintiffs and their counsel to represent the Class;
- b) Find that Defendants engaged in the unlawful conduct alleged herein and enjoin Defendants from engaging in such conduct;
- c) Enter a monetary judgment in favor of Plaintiffs and the Class to compensate them for the injuries suffered, together with pre-judgment and post-judgment interest, punitive damages, and penalties where appropriate;
- d) Require Defendants to rectify all damages caused by their misconduct;
- e) Award Plaintiffs and the Class reasonable attorneys' fees and costs of suit, as allowed by law; and
- f) Award such other and further relief as this Court may deem just and proper.

**JURY TRIAL DEMANDED**

Plaintiffs hereby demand a trial by jury on all claims so triable.

Dated: March 27, 2025

Respectfully submitted,

/s/ Miguel Custodio, Jr.

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